

### REMARKS

Reconsideration of this application is respectfully requested in view of the following remarks.

Claims 7-9, 11-14, 42, 45-50, 52, 54-56, 59-63, and 65-74 were pending in this application. Claims 75-78 have been added. Accordingly, claims 7-9, 11-14, 42, 45-50, 52, 54-56, 59-63, and 65-76 will be pending after entry of this Amendment.

Claim 75 has been added to include the limitation that the fee for the signing bonus is based on whether a position of the job listing is one of in high demand and highly compensated and that the fee for the employment service provider is a percentage of the fee for the signing bonus. Support for claim 75 can be found, for example, on page 18, line 23, and page 19, line 1, and page 19, lines 11-12. According to the limitation of new claim 75, the employment service provider receives revenue from a fee that is determined by the supply and demand for the position. The fee received by the employment service is a type of incentive fee. The references cited for [www.jobasia.com](http://www.jobasia.com) do not teach or suggest such an incentive fee. Therefore, claim 75 is believed to be allowable.

Claim 76 has been added to include the additional step of allowing the applicant to compare the job listings and the employer information. Support for claim 76 can be found, for example, on page 8, line 11. According to the additional step of claim 76, applicants can, for instance, compare job listing information such as signing bonus amount with employer information such as more specific departmental information. This departmental information is different from facility information in that it has specific detailed information about each

department such as nurse/patient ratio and specific equipment that is used in a specific unit. This departmental information was gathered by the employer service provider and not the employer. The references cited for [www.jobasia.com](http://www.jobasia.com) do not teach or suggest allowing a comparison of job listing information and employer information. Therefore, claim 76 is believed to be allowable.

Claim 77 has been added to include the limitation that the job listings comprise non-critical hire positions and critical hire positions and wherein the advertising fee is paid only for the critical hire positions that are filled. Support for claim 77 can be found, for example, on page 6, lines 11-14. The references cited for [www.jobasia.com](http://www.jobasia.com) do not teach or suggest job listings including non-critical hire positions and critical hire positions, where the advertising fee is paid only for the critical hire positions. Therefore, claim 77 is believed to be allowable.

Claim 78 has been added to include the additional step of allowing the applicant to access informational websites owned by the employment service provider. Support for claim 78 can be found, for example, on page 25, lines 7-9 and 23. The references cited for [www.jobasia.com](http://www.jobasia.com) do not teach or suggest allowing the applicant to access information websites including specialty and geographical websites owned by the employment service provider. For example, [ICUnursing.com](http://ICUnursing.com) is a specialty website and [DCnursing.com](http://DCnursing.com) is a geographical website. Therefore, claim 78 is believed to be allowable.

In the Office Action mailed November 16, 2005, the Examiner rejected claims 7-9, 11-14, 42, 45-50, and 69-74 under 35 U.S.C. § 103(a) as being unpatentable over [www.jobasia.com](http://www.jobasia.com). Independent claim 42 was Previously Presented to recite a further "step of collecting an advertising fee from an employer ... wherein the employment placement service provider pays

the signing bonus from the advertising fee.” The Examiner has admitted that www.jobasia.com does not expressly disclose an advertising fee that includes a fee for the signing bonus, and wherein the employment placement service provider pays the signing bonus from the advertising fee. The Examiner, however, suggests that the only fees www.jobasia.com receives are from advertising fees from employers and that advertising fees are the only source of revenue for www.jobasia.com. Further, the Examiner says that it would have been obvious to a person of ordinary skill in the art for www.jobasia.com to utilize the advertising fees for signing bonuses, since they are www.jobasia.com's only source of revenue.

Applicant respectfully disagrees with the Examiner that the references teach that www.jobasia.com's only source of revenue is an advertising fee from an employer and, therefore, it is obvious that a bonus must be paid from the advertising fee of the employer. First of all, the references cited by the Examiner do not affirmatively state that advertising fees from employers are the only revenue source. On page 2 of Reference A, www.jobasia.com simply states that “[a]dvertisers pay for our service.” Revenue from advertising fees from employers and revenue from advertisers are not necessarily the same. For example, www.jobasia.com could receive revenue from third parties advertising products on its Website.

Therefore, the cited reference does not teach or suggest the limitation of “collecting an advertising fee from an employer ... wherein the employment placement service provider pays the signing bonus from the advertising fee” as recited in independent claim 42. As a result, Applicant respectfully submits that the subject matter of claim 42 is allowable in view of the cited reference.

For at least the same reasons as described above with regard to independent claim 42, www.jobasia.com does not disclose or suggest all of the elements of dependent claims 7-9, 11-14, 45-50, and 69-74. Therefore, dependent claims 7-9, 11-14, 45-50, and 69-74 are believed to be allowable.

Furthermore, with regard to dependent claim 12, the Examiner asserts that page 4 of Reference A teaches the subject matter of claim 12 because “[j]ob seekers can save search criteria in a personal profile and have the profile automatically updated when job ads match.” The Applicant respectfully disagrees.

Reference A is directed to a method of updating a potential employee's list of search criteria. Reference A is not directed to a method of “periodically searching for the particular employer information” and “notifying the applicant when the searching returns a matching employer.” In fact, Reference A explicitly teaches away from notifying the applicant. On page 2 of reference A www.jobasia.com states that they do not screen job openings for individual members and that they encourage members to use their Website to look for jobs themselves.

Therefore, Reference A does not teach or suggest the limitation of “periodically searching for the particular employer information” and “notifying the applicant when the searching returns a matching employer” of dependent claim 12. As a result, the Applicant respectfully submits that the subject matter of claim 12 is allowable.

Similarly, with regard to dependent claim 13, the Examiner admits that www.jobasia.com does not expressly disclose that the step of notifying the applicant comprises sending an email to the applicant. The Examiner does, however, suggest that because www.jobasia.com does

disclose job seekers registering an email address and employers communicating with job seekers via email it would have been obvious to a person of ordinary skill in the art to perform the limitation of claim 13. The Applicant respectfully disagrees.

Reference A, page 2, explicitly teaches that [www.jobasia.com](http://www.jobasia.com) does not screen job openings for individual members nor does it email them to individual members. Reference A, therefore, teaches away from the limitation of claim 13.

Thus, the cited reference does not teach or suggest the limitation of "sending an email to the applicant" of dependent claim 13. As a result, Applicant respectfully submits that the subject matter of claim 13 is allowable.

Claims 52, 54-56, 59-63, and 65-68 were rejected under 35 U.S.C. § 103(a) as being unpatentable over [www.jobasia.com](http://www.jobasia.com) and [www.replyto.com](http://www.replyto.com). Independent claim 56 was Previously Presented to recite a further step of paying the signing bonus "from the advertising fee." The Examiner has admitted that [www.jobasia.com](http://www.jobasia.com) does not expressly disclose an advertising fee that includes a fee for the signing bonus, and wherein the employment placement service provider pays the signing bonus from the advertising fee. The Examiner, however, suggests, that the only fees [www.jobasia.com](http://www.jobasia.com) receives are from advertising fees from employers and that advertising fees are the only source of revenue for [www.jobasia.com](http://www.jobasia.com). Further the Examiner says that it would have been obvious to a person of ordinary skill in the art for [www.jobasia.com](http://www.jobasia.com) to utilize the advertising fees for signing bonuses, since they are [www.jobasia.com](http://www.jobasia.com)'s only source of revenue.

For at least the same reasons as described above with regard to independent claim 42, independent claim 56 is believed to be allowable.

For at least the same reasons as described above with regard to independent claim 56, the cited references do not disclose or suggest all of the elements of dependent claims 59-63 and 65-68. Therefore, dependent claims 59-63 and 65-68 are believed to be allowable.

For at least the same reasons as described above with regard to independent claim 42, the cited references do not disclose or suggest all of the elements of dependent claims 52 and 54-55. Therefore, dependent claims 52 and 54-55 are believed to be allowable.

Furthermore with regard to dependent claim 55, the Examiner equates accepting bids for the applicant from the group of employers with employers requesting a full resume and sending a recruitment letter. Essentially, the Examiner finds a bid to be synonymous with a recruitment letter. The Applicant respectfully disagrees.

On page 20, lines 5-6, of the present application, for example, a bid is described as involving a combination of compensation, bonuses, or working conditions. On page 2 of Reference D, [www.replyto.com](http://www.replyto.com) is said to allow the creation of a recruitment letter describing a company, department, job openings, or corporate culture. A recruitment letter according to the cited reference is, therefore, simply a description and not a bid.

Thus, cited Reference D does not teach or suggest the limitation of "accepting bids for the applicant from the group of employers" recited by dependent claim 55. As a result, the Applicant respectfully submits that the subject matter of claim 55 is allowable.

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In view of the foregoing, all of the claims in this case are believed to be in condition for allowance. Should the Examiner have any questions or determine that any further action is desirable to place this application in even better condition for issue, the Examiner is encouraged to telephone Applicant's undersigned representative at the number listed below.

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